REMARKS

In response to the non-final Office Action mailed on October 19, 2007, Applicant respectfully requests reconsideration of all rejections in the outstanding Office Action in view of the foregoing amendments and following remarks. Claims 1-8 and 11-16 are pending.

I.   Request for Interview

Applicant seeks an interview to discuss this Reply and the rejections of record. Applicant is submitting herewith an Applicant Initiated Request for an Interview Form. The Examiner is respectfully requested to contact the undersigned to schedule a mutually acceptable time for a telephonic interview. Applicant believes that an interview will greatly assist and expedite the examination of the present application. The undersigned can be reached at the number listed below.

II.   Non-Statutory Subject Matter Rejection of Claims 9 and 10

Claims 9 and 10 stand rejected under 35 U.S.C. § 101, because the claims as originally filed are allegedly directed to non-statutory subject matter (i.e., signal and carrier) that does not fall within any of the four statutory classes of § 101. *See* Office Action at page 2. Although Applicant respectfully disagrees, claims 9 and 10 have been canceled, thereby rendering the instant rejection moot. Applicant respectfully requests the Examiner to withdraw the non-statutory subject matter rejection.

III.   Indefiniteness Rejection of Claims 1-14

Claims 1-14 stand rejected under 35 U.S.C. § 112, second paragraph, as being allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. *See id.* at page 2.

With respect to claim 1, the Examiner contends that the term "not necessarily" is indefinite and therefore renders the claim vague and indefinite. *Id.* Although Applicant respectfully disagrees, claim 1 is hereby amended to omit the phrase "necessarily" from the respective limitation. Exemplary support for this amendment can be found at ¶¶ 44 and 45, and Fig. 3 of Applicant's Specification.

With respect to claim 5, the Examiner contends that the term "substantially" is indefinite and therefore renders the claim vague and indefinite. *Id.* Although Applicant respectfully disagrees, claim 5 is hereby amended to omit the phrase "substantially" from the respective

limitation. Exemplary support for this amendment can be found at ¶¶ 10, 17, and 27 of Applicant's Specification.

With respect to claims 7 and 8, the Examiner alleges that the term "TELCO" is indefinite and therefore renders the claim vague and indefinite. *See id.* Although Applicant respectfully disagrees, claims 7 and 8 are hereby amended to replace the term "TELCO" with "telephone or telecommunications company" as supported in Applicant's Specification. Exemplary support for this amendment can be found at ¶ 8 of Applicant's Specification.

Lastly, with respect to claims 8, 11, 13, and 14, the Examiner contends that the term "SS7" is indefinite and therefore renders the claim vague and indefinite. *Id.* Although Applicant respectfully disagrees, claims 8, 11, 13, and 14 are hereby amended to replace the term "SS7" with "signaling system 7" as supported in Applicant's Specification. Exemplary support for this amendment can be found at ¶ 13 of Applicant's Specification.

Applicant respectfully submits that the above-noted amendments render the rejection unsustainable. The Examiner is respectfully requested to withdraw the indefiniteness rejection of claims 1-14.

IV.   Anticipation Rejection of Claims 1-15

Claims 1-15 stand rejected under 35 U.S.C. § 102(e), as allegedly being anticipated by U.S. Patent No. 6,976,008 to Egendorf ("Egendorf"). *See id.* at page 3. Particularly, the Examiner contentds that Egendorf discloses each and every limitation found in claims 1-15. Applicant respectfully disagrees and traverses the rejection on the following grounds.

As stated in MPEP § 2131, "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California,* 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

A.   Egendorf Fails to Disclose the Step of "Routing said Request Over a Transmission Control Protocol and Internet Protocol Communications Protocol (TCP/IP) Network and a Signaling System 7 Network" as Recited in Independent Claim 1.

Applicant respectfully submits that Egendorf fails to disclose "routing said request over a transmission control protocol and Internet protocol communications protocol (TCP/IP) network

and a signaling system 7 (SS7) network" as recited in claim 1. Emphasis added. Exemplary support for this limitation can be found at ¶¶ 32-34 of Applicant's Specification.

Egendorf makes no mention whatsoever of a private network such as a signaling system 7 network. Rather Egendorf only mentions the use of a public network such as the Internet. *See, e.g.*, Egendorf at col. 1:17-20, 31-35, and 47-51. The use of a SS7 network enables a common interface between various private telecommunications networks. *See, e.g.*, Applicant's Specification at ¶ 34. Moreover, utilization of a private SS7 network is very fast and secure. *See id.* Egendorf fails to describe any sort of method in which billing is performed over a private network such as a private signaling system 7 network.

1.   Egendorf Fails to Disclose the Step of "Activating a Session to Facilitate Purchasing of Items and/or Services Offered via a Public and Private Communications Network" as Recited in Independent Claim 15.

Likewise, Egendorf does not disclose the step of "activating a session to facilitate purchasing of items and/or services offered via a public and private communications network" as recited in independent claim 15. Emphasis added.

B.   Egendorf Fails to Disclose the Step of "Facilitating said Purchase to be Charged to a Telecommunications Account via said SS7 Network" as Recited in Independent Claim 1.

Similarly, Applicant respectfully submits that Egendorf fails to disclose "facilitating said purchase to be charged to a telecommunications account via said SS7 network" as recited in claim 1. Exemplary support for this limitation can be found at ¶¶ 32-34 and 53 of Applicant's Specification. For example, transaction information is forwarded to a billing station via a SS7 link in at least one embodiment of the invention. *See id.* at ¶ 53. Again, Egendorf fails to describe any sort of method in which billing is performed over a private network such as a private signaling system 7 network.

C.   Egendorf Fails to Disclose a "Signaling System 7 (SS7) Communication Server" and "a Communications Bridge to Convert a Transmission Control Protocol and Internet Protocol Communications Protocol (TCP/IP) Message to a SS7 Protocol Message and Vice Versa" as Recited in Independent Claim 11.

Applicant respectfully submits that Egendorf fails to disclose a "signaling system 7 (SS7) communication server" and a "communications bridge to convert a transmission control protocol

and Internet protocol communications protocol (TCP/IP) message to a SS7 protocol message and vice versa" as recited in claim 11. Exemplary support for this amendment can be found at ¶¶ 13, 33, 46 of Applicant's Specification.

Egendorf fails to teach or describe any sort of communications bridge coupling disparate networks. Specifically, Egendorf does not disclose converting a transmission control protocol and Internet protocol communications protocol message to said signaling system 7 protocol message. Instead, Egendorf merely discloses the use of the Internet and makes no mention whatsoever of utilizing SS7. *See* Remarks § IV.B, *supra*.

>   **D.   Egendorf Fails to Disclose "Wherein said Public and Private Communications Network Utilizes a Transmission Control Protocol and Internet Protocol Communications Protocol (TCP/IP) and a Transaction Capabilities Application Part Channel Protocol (TCAP)" as Recited in Independent Claim 15.**

Applicant respectfully submits that Egendorf fails to disclose a "wherein said public and private communications network utilizes a transmission control protocol and Internet protocol communications protocol (TCP/IP) and a transaction capabilities application part channel protocol (TCAP)" as recited in claim 15. Exemplary support for this amendment can be found at ¶¶ 13 and 33 of Applicant's Specification.

Egendorf fails to disclose any method "wherein said communications network utilizes a transmission control protocol and Internet protocol communications protocol and a transaction capabilities application part channel protocol." As described above, Egendorf's system involves protocols relating to a public or outside computer network such as the Internet, and fails to disclose any methods for private protocols such as the transaction capabilities application part channel protocol as described by Applicant's invention.

Accordingly, Applicant respectfully submits that independent claims 1, 11, and 15 are not anticipated by Egendorf. Claims 2-10 and 12-14 are not anticipated by Egendorf at least because they depend from one of independent claims 1 and 11. Applicant, therefore, respectfully requests the Examiner to withdraw the anticipation rejection of claims 1-15.

V.   New Claim 16

Independent claim 16 has been added and recites a short messaging system (SMS) and Signaling System 7 network (SS7), neither of which is disclosed in Egendorf. Exemplary

support for this claim can be found in Applicant's Specification at ¶ 60. No new matter has been added by the introduction of this claim.

VI. Conclusion

In view of the foregoing, it is respectfully submitted that the present application is in condition for allowance, and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed telephone number, in order to expedite resolution of any issues and to expedite passage of the present application to issue, if any comments, questions, or suggestions arise in connection with the present application.

Applicant is concurrently submitting herewith the requisite fee for the excess new claim and applicable extension of time. In the event that a variance exists between the amount tendered and that required by the U.S. Patent and Trademark Office to enter and/or consider this Reply, or to prevent abandonment of the present application, please charge or credit such variance to the undersigned's Deposit Account No. 50-2613.

Respectfully submitted,

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